

Algona

AFSCME (Public Works)

7/1/2006 6/30/2008

AGREEMENT

BETWEEN

CITY OF ALGONA, IOWA

and

LOCAL 1639, AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, IOWA COUNCIL 61

CITY EMPLOYEES IN WASTE WATER, PARKS, STREET

AND CEMETERY DEPARTMENTS

FOR

THE CITY OF ALGONA, IOWA



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CONTRACT EFFECTIVE FOR

July 1, 2006 to June 30, 2008

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PREAMBLE

THIS AGREEMENT is made and entered into at Algona, Iowa, by and between the CITY OF ALGONA, IOWA, hereinafter sometimes referred to as the "City" or the "Employer" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1639, CITY EMPLOYEES LOCAL UNION, hereinafter referred to as the "Union".

ARTICLE I AGREEMENT

Section 1 INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and all other mandatory subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the City, its Employees, the Union and the Public, to assure the orderly, effective and efficient operation of the Public Works Department in order to provide for health, safety and welfare of the citizens of Algona, Iowa, and to promote the prompt and efficient performance of work assigned to employees.

The parties recognize and declare the necessity of providing the most efficient and highest quality of services to the citizens and taxpayers of Algona, Iowa.

The parties further recognize that the basic purpose of the City of Algona is to operate and conduct City business, and that the Street, Sewer, Parks and Cemetery Departments are obligated to assist the City Administration in keeping the City safe and functional.

Section 2 Definitions

A. A REGULAR EMPLOYEE is a regular full-time or regular part-time employee who has completed the probationary period.

1. A regular full-time employee is an employee scheduled to work forty (40) or more hours a week on a regular basis.
2. A regular part-time employee is an employee scheduled to work twenty (20) or more hours a week, but less than forty (40) hours a week on a regular basis.

A regular part-time employee shall be eligible for Health, Life and Disability Insurance benefits under this Agreement only if he/she works thirty (30) hours a week year round. Said regular part-time employee shall receive full health, life and disability insurance benefits.

All other benefits shall be prorated based on the number of hours worked per week in comparison to a forty (40) hour work week.

A regular part-time employee who works less than thirty (30) hours a week year round shall receive the following benefits on a prorated basis. These benefits are as follows:

- a) Sick leave - Four (4) hours a month.
- b) Vacations - Fifty (50) percent of the vacation hours granted to regular employees as defined in Article VIII, Section 12.
- c) Holidays - One (1) floating holiday per year.

- B. PART-TIME EMPLOYEE is an employee who works less than twenty (20) hours a week. These employees shall not become regular employees under this Agreement and are excluded from the provisions of this Agreement.
- C. CASUAL and TEMPORARY EMPLOYEES, are employees hired for a period of four (4) consecutive months or less per year. These employees are hired to cover situations such as seasonal demands or replacements for absenteeism or vacations. These employees shall not become regular employees under this Agreement and are excluded from the provisions of this Agreement.
- D. A PROBATIONARY EMPLOYEE is one who has not completed the required probationary period with the City as a regular employee. Employees probationary periods shall be six (6) months, with a three (3) month extension for cause.

During all probationary periods employees may be terminated at the sole discretion of the City and the City may otherwise discipline, lay off, or suspend such probationary employee for any reason.

- E. The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she becomes a regular employee.
- F. The word "employee" when used in this agreement shall be limited to mean "regular employee".

ARTICLE II
RECOGNITION AND UNION SECURITY

Section 1 Bargaining Unit

In case Number 4847, the Union was certified by the Iowa Public Employment Relations Board on August 17, 1993, as the agent for certain employees of the City:

INCLUDED: All regular employees in the following departments
 Streets, Waste Water, Parks and Cemetery, employed by the
 City of Algona.

EXCLUDED: All supervisors, confidential and managerial employees,
 casual, temporary and seasonal employees, independent
 contractors and subcontractors, all persons excluded by
 the Act, and all other persons employed by the City of
 Algona, Iowa, and its boards, commissions, agencies and
 departments.

Section 2 Dues Deduction

The City shall deduct Union dues from the pay of employees under the following terms and conditions:

- A. Dues will be deducted only from the pay of those employees who have requested such deduction in writing.
- B. Dues deduction may be terminated by any employee with written notice to the Employer and the Union within a two-week period following the anniversary date of the Employee's authorization to withhold dues.
- C. The local union president and treasurer shall certify in writing to the Algona City Clerk the amount of dues to be deducted from each paycheck and a list of employees from whom dues shall be deducted. The list of employees shall include the following information:
 - 1) the employees name
 - 2) the employees address
 - 3) the employees social security number
 - 4) the amount of dues deducted
- D. The amount of dues to be deducted shall be changed no more than once annually.

- E. The dues deduction shall be made by the City from the employee's first paycheck each month provided the employee has sufficient earnings to cover the dues deduction after deductions for social security, federal taxes, state taxes, retirement, health insurance, disability insurance and life insurance.
- F. The City shall remit the dues to the union official designated, in writing, by the Union, including a list of those employees paying dues.
- G. The word "dues" as used in this Section does not involve initiation fees, special assessments, back dues, fines or any type of assessment.

It is expressly understood that the City assumes no liability and shall not be liable for the collection or payment to the Union of any dues during the time that an employee is not actually working for the City and actually on the payroll of the City. In the event of error on the checkoff list, the City will not be responsible to make any retroactive adjustment. After notified of any error by the treasurer of the local union, the City will then follow the deduction procedures as outlined above.

The Union shall indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken or not taken under the provision of this Article.

Section 3 Bulletin Boards

The Union shall be allowed to utilize one-third (1/3) of the space on the existing bulletin boards in each City department.

Section 4 Employer/Employee Rights

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no unlawful discrimination by the Employer or the Union because of membership or nonmembership in the Union.

Section 5 Union Visitation

The Employer agrees to allow the Union representatives to visit with employees during their non-working hours at City facilities, with City permission.

Section 6 PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision, within fifteen (15) days from the pay date of such payroll deductions, the Employer shall remit any deduction with a list showing the names, address, social security number and amount of the deduction withheld from the employees to AFSCME/IOWA Council 61.

ARTICLE III MANAGEMENT RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Public Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1 Definition

The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a specific provision of this Agreement by the City.

A grievance shall be in writing and shall set forth the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall include the name of the employee/group of employees authorizing the filing of the grievance. The grievance shall be presented to the designated supervisor (on forms furnished by the Union) and signed and dated by the Union. An aggrieved Employee shall have the right to a Union Representative appointed by the Union, at the request of the aggrieved Employee.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

All grievances must be presented promptly and no later than seven (7) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after thirty (30) calendar days from the date of occurrence.

Section 2 Grievance Procedure (Steps)

Should an employee have a grievance, it shall be processed in the following manner:

STEP 1

An employee or Union Representative who claims a grievance shall present such written grievance, to the Immediate Supervisor or his/her designated representative, within seven (7) calendar days after the receipt of knowledge of the alleged violation upon which the grievance is based. Within seven (7) calendar days of receipt of the written grievance from the employee or their Union representative, the Immediate Supervisor or his/her designated representative, shall schedule a meeting with the employee, Union Representative present at the request of the employee, and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Immediate Supervisor or his/her designated representative, and returned to the employee and their union representative within seven (7) calendar days from receipt of the written grievance submitted to the Immediate Supervisor or his/her designated representative.

STEP 2

If the grievance is not settled in Step 1 it may be appealed by the employee or their Union Representative within seven (7) calendar days from receipt of the answer in Step 1, to the City Administrator. The City Administrator or his/her designated representative shall meet with the employee, Union Representative present at the request of the employee, and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the City Administrator or his/her designated representative and returned to the employee and their Union Representative within ten (10) calendar days from receipt of the appeal by the City Administrator or his/her designated representative.

STEP 3

If dissatisfied with the City Administrator's answer in Step 2, to be considered further, the grievance must be appealed by regular U.S. mail, local mail, or hand-delivered to the City Council within ten (10) calendar days from receipt of the answer in Step 2. The City Council will meet with the employee and the appropriate Union representative to discuss and attempt to resolve the grievance, with said meeting taking place within thirty-one (31) calendar days from receipt of the appeal by the City Council. Following this meeting, the written decision of the City Council will be placed on the grievance form and returned to the employee and their Union Representative within ten (10) calendar days after said meeting. The meeting may be held in closed session pursuant to the requirements set forth in Chapter 21 of the Code of Iowa (1989, as amended).

STEP 4

If the grievance is not settled in Step 3 it may be appealed to arbitration by either the Union or the City, by giving written notice of a request for arbitration, submitted to the other party within fifteen (15) calendar days from the date of postmark of the City's Step 3 answer. Third step answers shall be sent by regular U.S. mail or hand-delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the third step answer of the City without prejudice or precedent in the resolution of future grievances. The issue as stated in the third step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. When a timely request has been made for arbitration, a representative of the City and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the City's receipt of the arbitration notice, the parties or party, acting jointly or separately, shall request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators.

If the list submitted by the Federal Mediation and Conciliation Service is unacceptable to either party, within ten (10) days of receiving the list, the parties shall request a second list of arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) of receiving the list, the parties' designated representatives shall determine by a coin toss the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as arbitrator.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance.

The City and the Union will share equally any joint cost of the arbitrator, including hearing room and fees and expenses of the arbitrator. However the expense of a court recorder and the costs of any transcripts will be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Any other expense shall be paid by the party incurring them. Except as provided in this Agreement, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred by their witnesses.

All grievances at Steps 1, 2 and 3 shall be presented, discussed and processed during employee's non-working time, unless otherwise agreed to in writing by both parties.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. The Arbitrator shall not make any decisions contrary to or inconsistent with or modifying in any way, the applicable laws, rules and regulations having the force and effect of law.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above, unless the Arbitrator's decision is reversed, overruled or modified by a Court of Law.

Section 3 Time Limits

The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employees shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specific time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's representative to answer a grievance or an appeal within the specified time limit shall be deemed a denial of the grievance at that step and the grievance shall be automatically appealed to the next step of the grievance procedure. These time limits may be extended only by mutual written agreement.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity of the award allowed for the particular grievance shall be a date not earlier than one (1) year prior to the date of initiation of the written grievance in Step 1. This section does not lengthen the time within which an employee can file a grievance.

Section 5 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 6 Grievance Representatives

For informational purposes only, the Union shall provide the City Administrator with a written list setting forth the names, addresses and telephone numbers of grievance representatives.

Section 7 Representation

All grievances shall be presented, discussed and processed during the grievant's non-working time, unless the Employer and the Union mutually agree to hold the grievance meeting during work time.

Section 8 Processing Grievances

For purposes of investigating pending grievances a duly authorized representative of the Union may have access to City premises with supervision's prior consent. The City will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the City's operations or the work of its employees.

Section 9 Exclusion of Probationary Employees

Notwithstanding any other provision(s) of this Agreement, the release or termination of probationary employees shall not be subject to the grievance procedure.

Section 10

If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the Grievance Procedure.

ARTICLE V SENIORITY

Section 1 Definition

Seniority means a regular employee's length of continuous service with the Employer since his/her last date hire. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment.

In the event two (2) employees have the same original date of hire, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Lists

The seniority records for employees shall be maintained by the City and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the City within ten (10) days.

ARTICLE VI LAYOFF AND RECALL PROCEDURES

Section 1 General Layoff Procedures

In the event that the City determines that employees will be laid off, the following general rules shall apply:

- A. Layoff shall be by classification.
- B. The City may not lay off regular full-time employees until they have eliminated all positions in the classification in the following order: temporary, part-time and probationary.

- C. Each employee affected by a layoff shall be notified in writing of the layoff at least ten (10) working days prior to the effective date of the layoff.
- D. Employees shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior employee being laid off first.

Section 2 Bumping Procedures

Bumping of a least senior bargaining unit employee shall be allowed as follows:

The Classification of Waste Water Maintenance may bump a Equipment Operator, Waste Water Operator or Mechanic, who has less seniority. In order to bump, the bumping employee must meet the qualifications and requirements of the position bumping into.

The Classification of Equipment Operator may bump a Waste Water Maintenance, Waste Water Operator or Mechanic, who has less seniority. In order to bump, the bumping employee must meet the qualifications and requirements of the position bumping into.

The Classification of Mechanic bump a Waste Water Maintenance, Waste Water Operator or Equipment Operator, who has less seniority. In order to bump, the bumping employee must meet the qualifications and requirements of the position bumping into.

The Classification of Waste Water Operator may bump a Waste Water Maintenance, Equipment Operator or a Mechanic, who has less seniority. In order to bump, the bumping employee must meet the qualifications and requirements of the position bumping into.

Section 3 Recall Rights

Any employee laid off shall be offered a position in the classification from which they were laid off, before a new employee may be hired for such position by the Employer enforcing the layoff. Laid off employees shall be recalled in inverse order of the layoff, if such opening becomes available within one (1) year of the date of such layoff. The Employer shall maintain a list of employees who were laid off.

- A. Laid off employees shall advise the City of their current address and telephone number during layoff. Failure to accept a position when offered by certified mail within fourteen (14) calendar days after notice of recall shall negate any further recall rights.

- B. The notice mailed by the City shall be sent to the last address provided to the City by the employee. The notice shall be deemed delivered on the date the certified mail is sent and the employee shall have fourteen (14) calendar days from the date the notice was sent to accept the position.
- C. If a laid-off employee accepts a temporary position with the City, they shall remain on the eligibility list.

Section. 4 Termination of Seniority

The Seniority and recall rights of an employee shall terminate as follows:

- A. The employee retires.
- B. The employee quits for any reason.
- C. The employee is discharged.
- D. The employee fails to report for duty within fourteen (14) calendar days after notice of recall.
- E. The employee is laid off or absent for any reason for a period exceeding twelve (12) months or length of his seniority whichever is lesser.
- F. The employee gives a false or misleading reason for obtaining a leave of absence.
- G. The employee fails to report for work at the end of a leave of absence, absent extenuating circumstances.

ARTICLE VII HOURS OF WORK

Section 1 Work Schedules

The workweek for all regular full-time employees shall be from 12:00 A.M. Sunday to 11:59 P.M. Saturday. Forty (40) hours shall constitute the work week.

It is anticipated that the regular schedule for the Street and Sewer Departments would be from 6:30 A.M. to 3:30 P.M., while the regular schedule for the Park and Cemetery Departments would be from 7:00 A.M. to 4:00 P.M. It is understood and agreed that the determination of the daily, weekly or monthly work schedules may be changed by the City from time to time to meet the City's requirements. It is also understood and agreed that the City shall have the right in its determination of the daily and weekly work schedules to reduce, according to Seniority by those employees who normally perform the work within each classification, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the City. The City will attempt to give reasonable notice to the employees of any change, however due to the weather and other factors that may effect their work, there may be times when there will be very little, if any, notice given.

If the schedule is to be permanently changed the City shall provide employees with at least fourteen (14) calendar days notice before the effective date of the change. All changes in the schedule shall be at the sole discretion of the City. Schedule changes within the work week shall not be made to eliminate or avoid overtime payment.

Section 2 Weekend Work

All weekend work for the purpose of Waste Water Treatment plant duties shall be compensated at the rate of one and one-half (1 ½) the employees regular rate of pay for a minimum of four (4) hours.

For all weekend work the employee shall have the option to receive compensation in either cash or compensatory time.

Section 3 Guarantee of Hours

This Article is intended only to provide a basis of calculating overtime, and nothing herein shall be construed as a guarantee of or limitation on hours of work in any work period.

Section 4 Meal Period

All meal periods shall be one (1) hour and taken at times scheduled by the employer at the approximate middle of the work day. All meal periods are unpaid.

Section 5 Rest Periods

Employees who are working a eight (8) hour work day shall receive two (2) rest periods during each work day. Each rest period shall not exceed fifteen (15) minutes in length and shall be taken at times set by the employer at approximately the middle of each one-half (½) of the work day.

Employees who work at least at least two (2) hours beyond their regularly scheduled work day shall receive a fifteen (15) minute rest period.

Section 6 Overtime

- A. All employee's shall receive overtime compensation at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for all hours actually worked in excess of eight (8) in a work day or forty (40) hours in a work period of seven (7) consecutive days. For all overtime hours worked the employee shall have the option to receive compensation in either cash or compensatory time.
- B. Compensatory time may be credited to eligible employees in amounts not to exceed twenty-four (24) hours at any one time, and will be used by June 30th of the fiscal year in which it was earned. Compensatory time earned but not used before June 30th shall be paid to the employee in cash, unless the employee and the City mutually agree that a specific amount of compensatory time may be carried over into the next fiscal year. Upon termination of employment all unused earned compensatory time shall be paid to the employee. Compensatory time shall be scheduled off with the approval of the Street Commissioner, Parks Superintendent, Waste Water Treatment Plant Superintendent or their designee.
- C. All overtime work must be authorized by and have the approval of the Street Commissioner, Parks Superintendent, Waste Water Treatment Plant Superintendent or their designee.

Section 7 Work Time

All hours in pay status shall be considered time worked for the purposes of computing overtime eligibility. Holidays, Sick Leave, Compensatory and Vacation time shall be considered as time worked for the purposes of determining overtime, only if prescheduled sixteen (16) hours in advance.

Section 8 Call Back Time

An employee called back to work after completing his/her regularly scheduled hours will, in the event that he/she has already left work and gone home, receive a minimum of two (2) hours of pay at the rate of one and one-half (1 ½) times his/her regular straight time hourly rate. Employees who are called back to work and work more than two (2) hours will be paid for actual time worked. For all call back time worked the employee shall have the option to receive compensation in either cash or compensatory time.

ARTICLE VIII
WAGES AND FRINGE BENEFITS

Section 1 Wages

The rates of pay for regular employees are set out in Attachments "A", "B", "C" and "D" which are attached to this Agreement and made a part hereof. When a new employee is hired, the City shall have the option to give the new employee credit for experience that the employee has and shall be able to place the new employee at whatever step the City deems appropriate up to Step 4. The City shall notify the Union prior to hiring the new employee.

Section 2 Pay Period

Pay Periods shall be every two (2) weeks, on a Wednesday. In the event this day is a holiday, the preceding work day shall be the payday.

Section 3 Health Insurance

A. Health Insurance Plan

The City agrees to provide health insurance in accordance with the group insurance plan it currently has in effect, subject to and in accordance with the terms and conditions of the group insurance contract of the insurer which will be available to eligible employees on the date following thirty (30) days of employment. The benefits of this health insurance plan include but are not limited to the following:

MAXIMUM BENEFITS	
BENEFIT	YOU AND YOUR DEPENDENTS
Accident	No deductible; \$500.00 at the coinsurance rate.
Major Medical Total Benefit	\$1,000,000.00
Deductible Single	The employee pays the first \$ 300.00
Family	The employee pays the first \$ 600.00

Single Out of Pocket Maximum	The employees maximum out of pocket expense, after the deductible is satisfied will be \$ 440.00
Family Out of Pocket Maximum	The employees maximum out of pocket expense, after the deductible is satisfied will be \$ 880.00
Insured Percentage	80%
Doctors Office Co-pay	Office Visits are not subject to the deductible, with a Twenty-five dollar (\$25.00) co-pay. Note: Employees will be given a credit with the City of Algona in the amount of Two Hundred Fifty dollars (\$250.00). This credit can be used by the employee to pay the doctors office co-pay.
Emergency Room Co-pay	Emergency room co-pay visits are not subject to the deductible, with One Hundred Twenty-five dollar (\$125.00) co-pay. Co-pay is waived if admitted to hospital.
Daily Hospital Room, Board and General Nursing Limit.	Semiprivate Room Rate
Accumulation Period	A Calendar Year
Skilled Nursing Facility Maximum Number of Days Covered	Unlimited (Medicare Approved)
Mental Health and Chemical Dependency	50% co-pay with co-pays applying to deductible.
Drug Card Co-Pay's	
Generic	\$10.00
Name Brand	\$30.00
Non-Formulary	\$50.00
Note:	Employees will be given a credit with the City of Algona in the amount of two hundred and fifty dollars (\$250.00). This Credit can by used by the employee to pay the Drug Card Co-pay.

B. Premium Contribution Amounts for Health Insurance

The City shall pay one hundred percent (100%) of the premium for the Single Coverage. The City shall pay eighty-five percent (85%) of the premium for Family Coverage and the Employee shall pay fifteen percent (15%) of the premium for Family Coverage. The City also agrees to establish a Premium Only Plan as allowed by Section 125 of the Internal Revenue Code to allow employees to pay their share of the family premium before taxes. The City agrees to pay their share of the premium as long as the employee is in pay status for at least one day of the month for which the insurance premiums are paid.

Section 4 Dental Insurance

A. Dental Insurance Plan

The City agrees to provide Dental insurance in accordance with the Delta Dental Plan of Iowa, Plan A with Orthodontics, as of July 1, 2004, subject to and in accordance with the terms and conditions of the group insurance contract of the insurer which will be available to eligible employees on the date following thirty (30) days of employment.

B. Premium Contribution Amounts for Dental Insurance

The City shall pay one hundred percent (100%) of the premium for the Single Coverage. If the employee elects Family Coverage, the Employee shall pay one hundred percent (100%) of the premium for Family Coverage. The City also agrees to establish a Premium Only Plan as allowed by Section 125 of the Internal Revenue Code to allow employees to pay their share of the family premium before taxes. The City agrees to pay their share of the premium as long as the employee is in pay status for at least one day of the month for which the insurance premiums are paid.

Section 5 Vision Insurance

A. Vision Insurance Plan

The City agrees to provide Vision insurance in accordance with the VSP - Vision, Plan B, subject to and in accordance with the terms and conditions of the group insurance contract of the insurer which will be available to eligible employees on the date following thirty (30) days of employment. The benefits of this Vision insurance plan include but are not limited to the following:

Eye Exam	12 months
Lenses	12 months
Frame	24 months

B. Premium Contribution Amounts for Vision Insurance

The City shall pay one hundred percent (100%) of the premium for the Single Coverage. If the employee elects Family Coverage, the Employee shall pay one hundred percent (100%) of the premium for Family Coverage. The City also agrees to establish a Premium Only Plan as allowed by Section 125 of the Internal Revenue Code to allow employees to pay their share of the family premium before taxes. The City agrees to pay their share of the premium as long as the employee is in pay status for at least one day of the month for which the insurance premiums are paid.

Section 6 Workers' Compensation Benefits

Once an injury has caused an employee to be unable to work for a continuous period of ten (10) days, an employee on worker's compensation leave may supplement the monetary benefits provided by the City insurance by converting accrued unused sick leave benefits to wages. The conversion will be made at the employee's regular rate of pay. The employee can convert only an amount that will bring his or her combined income for the pay period, the sum of the worker's compensation income and the income from the sick leave conversion, up to, but not exceeding, his or her regular pay for a regular pay period. Calculation of regular pay for a regular pay period shall exclude overtime.

Section 7 Life Insurance

The City agrees to provide term life insurance in accordance with terms and conditions of the group insurance plan in effect as of July 1, 2005. The life insurance amount is \$10,000.00 and will be available to all regular employees on the date following thirty (30) days of employment. Said life insurance is provided subject to and in accordance with the terms and conditions of the Group Insurance Certificate.

Section 8 Long-Term Disability Insurance

The City agrees to provide long-term disability insurance to all employees, on the date following thirty (30) days of employment, subject to and in accordance with the terms and conditions of the Group Insurance Certificate in effect as of July 1, 2005.

The maximum benefit for personal insurance (the D.I. weekly benefit) is 66.66% of an insured's weekly salary rounded to the nearest \$1.00, not to exceed a maximum benefit of \$600.00 per week. If a benefit amount falls exactly between multiples of \$1.00, it will be rounded to the next higher \$1.00. Maximum benefit period is fifty-two (52) weeks. The benefits begin on the thirty-first (31st) day of disability due to injury or the thirty-first (31st) day of disability due to sickness. The amount of an eligible employee's weekly benefit will terminate on the first day of the month which falls on or next follows said employee's seventieth (70th) birthday.

Section 9 Insurance Carrier

It is understood and agreed that the City retains the right to select or change insurers or self-insure all or any portion of the benefits set forth in this Article as long as the level of benefits remains comparable. If the Union feels the level of benefits is not comparable, they have the right to file a grievance.

Section 10 Insurance Disputes

It is further understood and agreed that a disagreement between an Employee and any Insurance carrier shall not be subject to the grievance procedure, since the City's sole obligation is to contribute toward the premium cost as set forth herein in behalf of eligible employees.

Section 11 Sick Leave

Sick leave may be granted to eligible regular employees who are on the active payroll on the following basis:

A. Utilization of Sick Leave

Sick leave can be used only for bona fide personal illness or accidental injury which is not covered by workers' compensation.

An employee absent due to personal illness or injury shall, if requested by the City, furnish detailed medical evidence, if available, which is satisfactory to the City, immediately upon return from the absence, certifying the necessity for the absence and the employee's physical and mental ability to return to or remain at work. In appropriate cases, including surgery and pregnancy, advance medical evidence which is satisfactory to the City as to the necessity for such absence shall be furnished to the City. An absence hereunder may be excused only for the duration of the medically certified incapacity or disability, but shall not exceed twelve (12) months.

In the case of injury sustained while working, a report shall be made to the City on the same day, if possible, if not then within seventy-two (72) hours.

The City reserves the right to have an employee examined, at the City's cost, by a doctor of medicine of the City's choosing, who shall issue an opinion on the medical capacity of the employee to resume the performance of duties. An employee may refuse to participate in such an examination, however in the event of such refusal, the employee may be terminated by the City or dealt with by the City in some other appropriate manner.

B. Accrual

Sick leave will pay at the employee's regular hourly rate of pay. Sick leave shall accrue at the rate of eight (8) hours per calendar month of continuous employment. Sick leave shall not accrue during any absence without pay for more than thirty (30) days.

C. Sick Leave Accounts

An eligible employee shall earn sick leave as stated in Paragraph B above and sick leave credit will not exceed eight hundred and eighty (880) hours.

D. Payment of Sick Leave Upon Termination

All sick leave shall expire on the date of separation from employment, and no employee shall be reimbursed for sick leave outstanding at the time of such separation. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by the City within twelve (12) months.

Section 12 Funeral Leave

Eligible regular employees who are on the active payroll shall be granted time off with pay for regularly scheduled working time lost for the purpose of attending the funeral of a member of the employee's immediate family, on the following basis:

- A. Up to a maximum of four (5) working days absence shall be allowed for the purpose of attending the funeral of the employee's spouse, child, step child, foster child, mother or father.
- B. Up to a maximum of three (3) working days of absence shall be granted for the purpose of attending the funeral of the employee's grandchild, brother, sister, mother-in-law or father-in-law.
- C. Up to a maximum of one (1) working day of absence shall be granted for the purpose of attending the funeral of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- D. The City will be promptly notified of any requested absence hereunder, the reason therefore, and the date thereof. In addition, the City may require proof of death and/or relationship.
- E. Leave hereunder shall apply only when the employee actually attends the funeral and the employee shall return to work as soon as possible after the funeral activities, depending on the circumstances.

Section 13 Pallbearer Leave

Leave hereunder shall be allowed to an eligible employee asked to serve as a pallbearer or military honor guard, or to attend the funeral of a fellow employee of the Public Works Department, and the employee shall return to work as soon as possible after the funeral activities, depending on the circumstances.

Section 14 Vacations

A. Subject to and in accordance with the provisions of this Article, vacations will be granted to regular employees pursuant to the following schedule:

- 1) A regular employee in the continuous active service of the City for one (1) year or more as of the anniversary day of his/her most recent date of hire will be granted forty (40) hours of vacation with pay at his/her regular hourly rate.
- 2) A regular employee in the continuous active service of the City for two (2) years or more as of the anniversary day of his/her most recent date of hire will be granted eighty (80) hours of vacation with pay at his/her regular hourly rate.
- 3) A regular employee in the continuous active service of the City for eight (8) years or more as of the anniversary day of his/her most recent date of hire will be granted one hundred twenty (120) hours of vacation with pay at his/her regular hourly rate.
- 4) A regular employee in the continuous active service of the City for fourteen (14) years or more as of the anniversary day of his/her most recent date of hire will be granted one hundred sixty (160) hours of vacation with pay at his/her regular hourly rate.
- 5) A regular employee in the continuous active service of the City for twenty (20) years through twenty nine (29) years as of the anniversary day of his/her most recent date of hire will be granted, on a noncumulative basis, additional vacation with pay per year as follows:
 - a) twenty (20) years of service an additional four (4) hours of vacation.
 - b) twenty-one (21) years of service an additional eight (8) hours of vacation.
 - c) twenty-two (22) years of service an additional twelve (12) hours of vacation.
 - d) twenty-three (23) years of service an additional sixteen (16) hours of vacation.
 - e) twenty-four (24) years of service an additional twenty (20) hours of vacation.
 - f) twenty-five (25) years of service an additional twenty-four (24) hours of vacation.
 - g) twenty-six (26) years of service an additional twenty-eight (28) hours of vacation.
 - h) twenty-seven (27) years of service an additional thirty-two (32) hours of vacation.

- i) twenty-eight (28) years of service an additional thirty-six (36) hours of vacation.
- j) twenty-nine (29) years of service an additional forty (40) hours of vacation.

The vacation year will be the eligible employee's anniversary date to anniversary date.

B. Choice of Vacation Period

As presently applicable to regular employees covered by this Agreement, vacation requests shall be submitted forty-eight (48) hours in advance, if possible. Vacation shall be approved on a first come, first served basis and shall be answered by the Employer within forty-eight (48) hours. Vacation time may be taken in one (1) hour increments. Once vacation periods have been scheduled, the City shall make no changes in employee vacation schedules except in cases of emergency. Vacation requests shall be approved at the sole discretion of the Employer, consistent with the staffing needs of the Employer.

C. Vacation Carryover

The purpose of a vacation is to enable the eligible employee to enjoy periodic rest from his/her regular job so that he/she may return to work refreshed. Accordingly, a vacation may be accumulated or carried over from one year to the next, to a maximum carryover amount of forty (40) hours. Any hours in excess of forty (40) on the employee's anniversary date shall be forfeited.

D. Vacation Rights in Case of Separation or Termination

If an employee should for any reason terminate employment with the City the employee shall be paid for unused credited vacation in the employees vacation account.

Employees resigning or terminated before they have completed one (1) year of continuous employment will not be eligible for any vacation benefits.

Section 15 Holidays

A. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

- 1) New Year's Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Veterans Day
- 6) Thanksgiving Day
- 7) Friday after Thanksgiving
- 8) Christmas Day
- 9) Two (2) Floating Holiday (See paragraph D.)
- 10) One (1) Floating Holiday for regular full-time employees with fifteen (15) years of continuous active service or more.

B. Eligibility Requirements.

Employees shall be eligible for pay for any holiday providing the regular work day preceding and following said holiday have been worked by the employee, or unless employee is then on "authorized" vacation, "authorized" compensatory time or "authorized" sick leave. An employee on a unpaid leave of absence or layoff is not eligible for holiday pay.

C. Holiday Pay

Subject to and in accordance with the provisions of this Article, a regular employee who is on the active payroll shall receive eight (8) hours of holiday pay at his/her regular hourly rate of pay.

The eligible employees must work as required on the holiday if so scheduled. An eligible employee scheduled or called to work but not reporting for work as required, shall receive no holiday pay. The eligible employee who works as required on any of the observed holidays will be paid holiday pay, in addition to one and one-half (1 ½) times his/her regular hourly rate of pay for all hours worked on the holiday.

D. Floating Holiday Use

Floating holidays will be scheduled by mutual agreement between the employee and their immediate supervisor. Floating holidays shall not be carried over from contract year to contract year. Upon retirement, termination or discharge, a unused Floating Holiday will be paid in cash to the Employee.

Section 16 Longevity

The employer agrees to pay all full-time employees a longevity payment on the following July 1, after the full-time employee has reached the top of their wage matrix. This longevity payment is to be added to the base pay figure of the full-time employee. This payment shall be equal to the number of years service (fractional years do not count) as of July 1 each year times one cent (0.01). This payment is calculated and added to the full-time employees base pay on July 1 of that contract year and will become the full-time employees new base rate for the that contract year.

Section 17 Health Insurance Committee

Effective July 1, 2006, a labor-management health insurance committee shall be formed to review health insurance plans or other matters relating to health insurance on an every other month basis. The committee shall consist of three (3) members from the Public Works union, three (3) members from the Police/Dispatchers union, and three (3) city employees who are not bargaining unit members, and also not the City Administrator, City Clerk, Chief of Police, nor the Public Works Director. Union participants shall be chosen by the local union. If a majority of committee members agree that a new health insurance plan should be considered, the committee will then bring its recommendation to the City and Union. Notice shall be provided by the City to the AFSCME Council 61 assigned staff representative at the time any recommendation is brought forward by the committee. If the City and Union agree to the change(s) in the health insurance plan, and the AFSCME Council 61 assigned staff representative provides written concurrence with the change(s) in writing, then the new health insurance plan shall become the effective health insurance plan under the terms of this collective bargaining agreement. In the event that the parties do not agree or in the event that the AFSCME Council 61 assigned staff representative does not provide written concurrence with the change(s) in the health insurance plan, the plan shall not change. Nothing in the immediately prior sentence diminishes the language in Article 8, Section 9. It is agreed that at least once every two (2) years, the City may require employees to submit health insurance application forms for alternative health insurance plans, and employees shall complete said forms in a timely manner after they have been submitted them by the City.

Article IX LEAVES OF ABSENCE

Section 1 Eligibility

Eligibility for leaves provided by the City shall be limited to a regular employee who has completed his/her probationary period and

is on the active payroll. Employees may be granted leaves of absence without pay at the sole discretion of the City. All leaves shall be without any pay from the City unless otherwise expressly specified. An eligible employee granted a leave shall not accrue sick leave and vacation leave if said leave exceeds thirty (30) days. Time spent on any leave of absence shall not count as time worked for any purpose, including overtime compensation. Premiums for insurance normally paid by the City will be paid by the employee during the period of such leave, if the employee elects to continue coverage and if the period of leave exceeds thirty (30) days. Any employee who fails to report to active employment at the expiration of a leave, will have his/her employment with the City immediately and automatically terminated, subject to the sole discretion of the City. No leave of absence shall be granted to an employee for the purpose of trying out a job with another employer.

Section 2 Jury Duty

A regular employee who is on the active payroll and who is required to perform jury duty will be reimbursed by the City, upon returning from jury duty. The employee shall present evidence of the amount received for such jury duty and remit that amount to the City, less any travel or personal expenses paid for the jury service. Provided, however, that no such payment shall be made to an employee for such jury duty for any time which, in accordance with his/her work schedule, he/she would not have worked for the City. In order to be eligible, the employee must also:

- A. Immediately notify his/her supervisor of the receipt of summons for jury duty. The employee shall also be responsible for all subsequent notifications when obligated to report for jury duty.
- B. Be available for work on the last scheduled workday before and the first scheduled workday after he/she is summoned to the court and is required to remain at the courthouse for jury selection or jury duty.
- C. Furnish the City with proper evidence of the number of days and hours and the amount of his/her compensation for jury duty.
- D. Be available for work for the remainder of any day after release from required jury duty.
- E. Time paid for herein shall count toward the computation of overtime.

Section 3 Military Leave/Military Reservists.

The City agrees to grant military leave in accordance with applicable State and Federal law.

Section 4 Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed thirty (30) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted stating that the employee is physically incapable of performing his or her duties. Upon request of the employee, and consent of the employer, extensions may be granted for two (2) additional thirty (30) day increments. The request for each additional thirty (30) day increment must be made separately made by the employee and consented to by the employer.

Section 5 Maternity Leave

Employees shall be granted a maternity leave of absence without pay as follows:

- A. Physical disability resulting from pregnancy shall be treated as an illness and subject to the sick leave provisions of this Agreement. Except for said sick leave provisions, all periods of leave related to maternity shall be leaves of absence without pay.
- B. An employee who is pregnant shall notify her immediate supervisor of this fact not later than the beginning of the fifth month of pregnancy. Such notice shall be in writing and shall include the following information:
 - 1. Expected date of childbirth.
 - 2. Whether she plans to continue to perform her duties during the period of pregnancy.
 - 3. The date she wishes to commence her maternity leave.
 - 4. Whether she plans to return to her duties following childbirth and, if so, the date she intends to return.

The immediate supervisor shall immediately be advised of any changes in the dates provided in this written notice.

- C. Any pregnant employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and job performance are not affected, and the employee is physically capable of continuing her duties. Upon request of her immediate supervisor, the employee shall provide a statement from her physician stating that she is capable of performing any and all of her duties she may be required to perform during pregnancy.

- D. An employee who is pregnant shall begin sick leave on such date as medically indicated by her physician and reported in writing to her immediate supervisor. The employee shall return to her position at such time as her physician states that she is physically able to do so.
- E. An additional leave of up to ten (10) days beyond the medically indicated dates shall be granted to an employee upon her written request. Said additional leave shall be treated as a nonpaid leave of absence and not considered as sick leave.

Section 6 Family Medical Leave Act

A. Family Leave

A family and/or medical leave of absence shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per calendar year under particular circumstances that are critical to the life of a family. Leave may be taken upon the birth of the employee's child and in order to care for said child; upon the placement of a child with the employee for adoption or foster care and in order to care for said child; when the employee is needed to care for a child, spouse, or parent of the employee who has a serious health condition; or when the employee is unable to perform the functions of his or her position because of a serious health condition.

1. Scope

The provisions of this section shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other sections of this Agreement for any part of the twelve (12) weeks of leave to which the employee may be entitled under this section.

In other words, if an employee is entitled to paid leave under another section of this Agreement, the employee must take the paid leave first. However, the employer will not require employees to use earned vacation leave.

2. Eligibility

To be eligible for leave under this section, an employee must have been employed for at least twelve (12) months in total, and must have worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) month period preceding the commencement of the leave.

3. Basic Regulations and Conditions of Leave

- a. The City will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the City may require a second medical opinion and periodic recertification, not more often than once every thirty (30) days, at its own expense. If the first and second opinions differ, the City, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City and the employee.
- b. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the City may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits. Leave may be taken on an intermittent or reduced leave schedule for the birth of the employee's child or the placement of a child with the employee for adoption or foster care, with the employer's approval.

4. Notification and Reporting Requirements

When the need for leave is foreseeable based on the expected birth or placement of a child, the employee shall provide the City with not less than thirty (30) days notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

When the need for leave for a serious health condition of the employee or his or her spouse, child or parent, is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the City, subject to the approval of the health care provider of the employee or the health care provider of the child, spouse or parent of the employee, as appropriate. In addition, the employee in this case shall provide the City with not less than thirty (30) days notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

5. Status of Employee Benefits During Leave of Absence

- a. Any employee who is granted an approved leave of absence under this section is advised to provide for the retention of his or her group insurance coverage's during the period of unpaid absence by arranging to pay the premium contributions for which they are normally responsible that is deducted from their paycheck. During the period of approved leave, the employee's group insurance will be maintained at the same level and under the same conditions as before the approved leave began.
- b. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the City may recover from the employee the cost of any payments made to maintain the employee's coverage unless the failure to return to work was for reasons beyond the employee's control. Benefit entitlement's based upon length of service will be calculated as the last paid work day prior to the start of the unpaid leave of absence.

6. Procedures

a. Completion of Request for Family and Medical Leave of Absence Letter

A request for Family and Medical Leave of Absence Letter, the City shall provide a form letter to be used for this request, must be originated in duplicate by the employee. This letter should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals, and forwarded to the City Administrator. the letter should be submitted at least thirty (30) days in advance of the effective date of the leave, if the leave is foreseeable. If the leave is unforeseeable the letter should be submitted as soon as is practicable.

b. All requests for Family and Medical Leave of Absence due to illness will include the following attached to a completed Request for Family and Medical Leave of Absence:

Sufficient medical certification stating the following:

- 1) the date on which the serious health condition commenced;
- 2) the probable duration of the condition; and
- 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of leave to care for a child, spouse or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

ARTICLE X
MISCELLANEOUS

Section 1 Access to Personnel Files

Employees shall have the right to inspect their personnel files as granted to them by State and Federal Law.

When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file.

The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

Section 2 Labor/Management Committee

A committee comprised of two (2) representatives of the Union and two (2) representatives of the City shall meet at mutually agreeable times to discuss procedures for avoiding future grievances. It is understood that the committee may not take any action which is final and binding upon the parties.

Section 3 Performance Evaluation

All Bargaining unit employees are entitled to a performance evaluation. An employee has the right to attach a written response to their performance evaluation, regarding a specific factor of the performance evaluation, which shall become a part of the performance evaluation.

ARTICLE XI
HEALTH AND SAFETY

Section 1 Mutual Cooperation

The City agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment.

The Union and the employees will extend their complete cooperation to the City in maintaining City and Public Works Department rules and regulations as to health and safety.

The City and the Union agree to establish a Joint Health and Safety Committee. This committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the City and the Committee shall meet at mutually agreeable dates and times to discuss Health and Safety matters in the City. It is understood that the committee may not take any action which is final and binding upon the parties.

Section 2 Clothing/Boot Allowance

During the term of this Agreement, the City will provide an annual clothing/boot allowance for regular employees who are on the active payroll. Items approved for this clothing allowance must be on the approved list or must be approved by the Public Works Director. The annual allowance shall be as follows:

For the mechanic an amount not to exceed four hundred and fifty (\$450.00) dollars.

For the Waste Water employees, an amount not to exceed four hundred (\$400.00) dollars.

For all other regular employees an amount not to exceed three hundred (\$300.00) dollars.

Section 3 Training

The Employer has the option to allow employees to attend training sessions. All mandatory training sessions shall count as time worked and shall count towards overtime. All non-mandatory training sessions that the employee requests to attend, on the employees scheduled day off, shall be compensated with compensatory time on an hour for hour basis, with prior approval of the Immediate Supervisor, and shall not count as time worked for the purpose of computing overtime. For all non-mandatory training sessions, the employee shall only be compensated for the actual hours spent in training up to a maximum of eight (8) hours per day.

Section 4 Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 5 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

Section 6 Safety Glasses

The Employer will provide safety glasses or goggles to all employees. Said glasses or goggles shall not include any corrective lenses needed unless paid for by the employee.

Section 7 Damage to Personal Items

In the event of the destruction or damage to a regular employee's personal property, such as eyeglasses, watch or watchband, in the performance of required duties, through no fault of the employee, the employee may be reimbursed for approved claims in an amount determined by the City, not to exceed one hundred (100.00) dollars for eyeglasses and twenty-five (25.00) dollars for a watch or watchband, upon presentation to the Immediate Supervisor of satisfactory evidence as to the destruction or damage and a receipt evidencing repair or replacement. In order to be eligible for such reimbursement, prompt reporting of the destruction or damage to the Immediate Supervisor or his/her designee is required, but in no event shall such be made later than the end of the workday, unless extenuating circumstances exist, during which the destruction or damage occurred.

ARTICLE XII NO STRIKE - NO LOCKOUT

Section 1

The City agrees that, during the terms of this Agreement, it will not engage in any lockout of its employees.

Section 2

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will cause, authorize, induce, encourage, instigate, ratify, condone or participate in a strike, slowdown, sick-in or other such action against the City.

Section 3

In the event of a violation or threatened violation of above Section 2, the Union agrees that it will take immediate affirmative steps with the persons involved (such as public announcements, letters, bulletins, telegrams, and meetings) to bring about an immediate cessation of such violation and an immediate resumption of normal operations.

Section 4

The City has the right to take any other action pursuant to Section 20.12 of the Code of Iowa (1989, as amended), and nothing in this Article shall be construed as a restriction or limitation on the City's right to do so.

ARTICLE XIII GENERAL PROVISIONS

Section 1

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Iowa Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

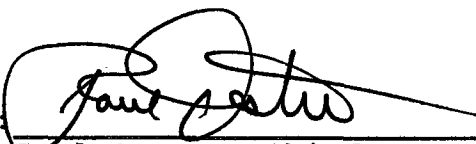
The decision of the arbitrator shall be final and binding on both parties.

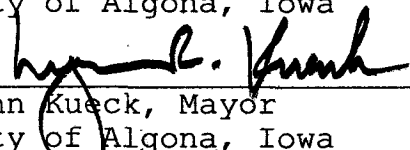
ARTICLE XIV TERMINATION OF AGREEMENT


The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2006, and terminating on June 30, 2008 unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this the 23 day of June, 2006.

CITY OF ALGONA, IOWA

BY: 
Paul Doster, Chief Negotiator
City of Algona, Iowa

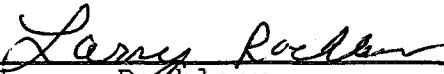
BY: 
Lynn Kueck, Mayor
City of Algona, Iowa

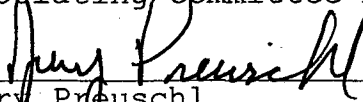
BY: 
Cole O'Donnell,
City Administrator
City of Algona, Iowa

LOCAL 1639 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, ALGONA CITY EMPLOYEES
UNION


Ty Cutkomp, Representative
AFSCME/Iowa Council 61


Preston DeBoer, Representative
AFSCME/Iowa Council 61


Larry Rochleau
Negotiating Committee Member


Jerry Preuschl
Negotiating Committee Member

ATTACHMENT "A"

WAGE RATES - WASTE WATER MAINTENANCE
CITY OF ALGONA, IOWA

TO BE EFFECTIVE JULY 1, 2006

STEP 1	0 - 6 months experience	\$10.87/Hourly
STEP 2	7 - 18 months experience	\$11.40/Hourly
STEP 3	19 - 30 months experience	\$11.75/Hourly
STEP 4	31 - 42 months experience	\$12.08/Hourly
STEP 5	43 - 54 months experience	\$12.44/Hourly
STEP 6	55 - 66 months experience	\$12.81/Hourly
STEP 7	67 - 78 months experience	\$13.20/Hourly
STEP 8	79 - 90 months experience	\$13.60/Hourly
STEP 9	91 - months experience and over	\$14.00/Hourly

TO BE EFFECTIVE JULY 1, 2007

STEP 1	0 - 6 months experience	\$11.77/Hourly
STEP 2	7 - 18 months experience	\$12.13/Hourly
STEP 3	19 - 30 months experience	\$12.47/Hourly
STEP 4	31 - 42 months experience	\$12.84/Hourly
STEP 5	43 - 54 months experience	\$13.23/Hourly
STEP 6	55 - 66 months experience	\$13.63/Hourly
STEP 7	67 - 78 months experience	\$14.04/Hourly
STEP 8	79 - months experience and over	\$14.46/Hourly

If a Wastewater Maintenance employee obtains a Grade I, II or III Operators License, he/she will receive wages twenty-five cents (\$0.25) higher than the matrix rate, and will remain on Attachment A.

Normally new employees shall be placed on Step 1 of the Wage Matrix. New Employees shall be eligible for advancement to the next pay increment according to this Attachment. Such pay increment advancements shall be automatic.

ATTACHMENT "B"

WAGE RATES - EQUIPMENT OPERATOR
CITY OF ALGONA, IOWA

TO BE EFFECTIVE JULY 1, 2006

STEP 1	0 - 6 months experience	\$11.58/Hourly
STEP 2	7 - 18 months experience	\$11.93/Hourly
STEP 3	19 - 30 months experience	\$12.28/Hourly
STEP 4	31 - 42 months experience	\$12.64/Hourly
STEP 5	43 - 54 months experience	\$13.03/Hourly
STEP 6	55 - 66 months experience	\$13.42/Hourly
STEP 7	67 - 78 months experience	\$13.84/Hourly
STEP 8	79 - 90 months experience	\$14.27/Hourly
STEP 9	91 - 102 months experience	\$14.66/Hourly
STEP 10	103 - 114 months experience	\$15.11/Hourly
STEP 11	115 - 126 months experience	\$15.56/Hourly
STEP 12	127 - months experience and over	\$16.02/Hourly

The Assistant Street Commissioner shall receive an additional twenty-five cents (\$0.25) per hour added to his regular hourly rate.

Normally new employees shall be placed on Step 1 of the Wage Matrix. New Employees shall be eligible for advancement to the next pay increment according to this Attachment. Such pay increment advancements shall be automatic.

ATTACHMENT "B"

WAGE RATES - EQUIPMENT OPERATOR
CITY OF ALGONA, IOWA

TO BE EFFECTIVE JULY 1, 2007

STEP 1	0 - 6 months experience	\$12.32/Hourly
STEP 2	7 - 18 months experience	\$12.68/Hourly
STEP 3	19 - 30 months experience	\$13.05/Hourly
STEP 4	31 - 42 months experience	\$13.45/Hourly
STEP 5	43 - 54 months experience	\$13.86/Hourly
STEP 6	55 - 66 months experience	\$14.29/Hourly
STEP 7	67 - 78 months experience	\$14.73/Hourly
STEP 8	79 - 90 months experience	\$15.14/Hourly
STEP 9	91 - 102 months experience	\$15.60/Hourly
STEP 10	103 - 114 months experience	\$16.07/Hourly
STEP 11	115 - months experience and more	\$16.54/Hourly

The Assistant Street Commissioner shall receive an additional twenty-five cents (\$0.25) per hour added to his regular hourly rate.

Normally new employees shall be placed on Step 1 of the Wage Matrix. New Employees shall be eligible for advancement to the next pay increment according to this Attachment. Such pay increment advancements shall be automatic.

ATTACHMENT "C"

WAGE RATES - MECHANIC
CITY OF ALGONA, IOWA

TO BE EFFECTIVE JULY 1, 2006

STEP 1	0 - 6 months experience	\$13.12/Hourly
STEP 2	7 - 18 months experience	\$13.65/Hourly
STEP 3	19 - 30 months experience	\$14.04/Hourly
STEP 4	31 - 42 months experience	\$14.47/Hourly
STEP 5	43 - 54 months experience	\$14.91/Hourly
STEP 6	55 - 66 months experience	\$15.36/Hourly
STEP 7	67 - 78 months experience	\$15.83/Hourly
STEP 8	79 - months experience and over	\$16.29/Hourly

TO BE EFFECTIVE JULY 1, 2007

STEP 1	0 - 6 months experience	\$14.09/Hourly
STEP 2	7 - 18 months experience	\$14.50/Hourly
STEP 3	19 - 30 months experience	\$14.94/Hourly
STEP 4	31 - 42 months experience	\$15.39/Hourly
STEP 5	43 - 54 months experience	\$15.86/Hourly
STEP 6	55 - 66 months experience	\$16.34/Hourly
STEP 7	67 - months experience and over	\$16.82/Hourly

Normally new employees shall be placed on Step 1 of the Wage Matrix. New Employees shall be eligible for advancement to the next pay increment according to this Attachment. Such pay increment advancements shall be automatic.

ATTACHMENT "D"

WAGE RATES - WASTE WATER OPERATOR
CITY OF ALGONA, IOWA

TO BE EFFECTIVE JULY 1, 2006

STEP 1	0 - 6 months experience	\$13.27/Hourly
STEP 2	7 - 18 months experience	\$13.66/Hourly
STEP 3	19 - 30 months experience	\$14.06/Hourly
STEP 4	31 - 42 months experience	\$14.49/Hourly
STEP 5	43 - 54 months experience	\$14.94/Hourly
STEP 6	55 - 66 months experience	\$15.39/Hourly
STEP 7	67 - 78 months experience	\$15.84/Hourly
STEP 8	79 - months experience and over	\$16.61/Hourly

TO BE EFFECTIVE JULY 1, 2007

STEP 1	0 - 6 months experience	\$14.10/Hourly
STEP 2	7 - 18 months experience	\$14.52/Hourly
STEP 3	19 - 30 months experience	\$14.96/Hourly
STEP 4	31 - 42 months experience	\$15.43/Hourly
STEP 5	43 - 54 months experience	\$15.89/Hourly
STEP 6	55 - 66 months experience	\$16.35/Hourly
STEP 7	67 - months experience and over	\$17.15/Hourly

Normally new employees shall be placed on Step 1 of the Wage Matrix. New Employees shall be eligible for advancement to the next pay increment according to this Attachment. Such pay increment advancements shall be automatic.

ATTACHMENT "E"

WAGE RATES-EQUIPMENT OPERATOR
PLACEMENT ON THE WAGE MATRIX
CITY OF ALGONA, IOWA

Dan
Buscherfeld:

On December 10, 2006, Dan shall be placed on Grade 5 of the Wage Matrix. The amount is \$13.03 hourly.

On December 10, 2007, Dan shall be placed on Grade 6 of the Wage Matrix. The amount is \$14.29 hourly.

John
Bartolo:

On February 11, 2007, John shall be placed on Grade 6 of the Wage Matrix. The amount is \$13.42 hourly.

On February 11, 2008, John shall be placed on Grade 7 of the Wage Matrix. The amount is \$14.73 hourly.